

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

NETWORK-1 SECURITY SOLUTIONS, §  
INC., a Delaware corporation, §

Plaintiff, §

v. §

NO. 6:08-CV-30-LED

CISCO SYSTEMS, INC., a California §  
corporation; CISCO-LINKSYS, L.L.C., a §  
California Limited Liability Company; §  
ADTRAN, INC., a Delaware corporation; §  
ENTERASYS NETWORKS, INC., a §  
Delaware corporation; EXTREME §  
NETWORKS, INC., a Delaware §  
corporation; FOUNDRY NETWORKS, §  
INC., a Delaware corporation; NETGEAR, §  
INC., a Delaware corporation; 3COM §  
CORPORATION, a Delaware corporation; §

Defendants. §

**DEFENDANTS' PROPOSED VERDICT FORM**

**VERDICT FORM**

**INVALIDITY**

1. Have the Defendants proved, by clear and convincing evidence, that any of the claims of the '930 patent are invalid as anticipated by the prior art? ("Yes" is a finding for the Defendants. "No" is a finding for Network-1.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

2. Have the Defendants proved, by clear and convincing evidence, that any of the claims of the '930 patent are invalid for obviousness in view of the prior art? ("Yes" is a finding for the Defendants. "No" is a finding for Network-1.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

3. Have the Defendants proved, by clear and convincing evidence, that any of the claims of the '930 patent are invalid for failing to name the correct inventors? ("Yes" is a finding for the Defendants. "No" is a finding for Network-1.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

4. Have the Defendants proved, by clear and convincing evidence, that any of the claims of the '930 patent are invalid for lack of an adequate written description? ("Yes" is a finding for the Defendants. "No" is a finding for Network-1.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

5.        Have the Defendants proved, by clear and convincing evidence, that any of the claims of the '930 patent are invalid as not enabled? (“Yes” is a finding for the Defendants. “No” is a finding for Network-1.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

6.        Have the Defendants proved, by clear and convincing evidence, that any of the claims of the '930 patent are invalid for failure to describe the best mode of carrying out the invention? (“Yes” is a finding for the Defendants. “No” is a finding for Network-1.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

*If you found that both claims 6 and 9 of the '930 patent are invalid (“Yes” to Question 1, 2, 3, 4, 5, or 6), stop here and sign the last page of the verdict form. Otherwise, continue to Question 7.*

**EXHAUSTION**

7.        Have the Defendants proved, by a preponderance of the evidence, that Network-1’s patent rights have been exhausted with respect to those products that incorporate a

Microsemi/PowerDsine PoE chip? (“Yes” is a finding for these Defendants. “No” is a finding for Network-1.)

\_\_\_\_ Yes      \_\_\_\_ No

**CISCO SYSTEMS, INC. (“Cisco”)**

**INFRINGEMENT**

8A. Has Network-1 proved, by a preponderance of the evidence, that Cisco has directly infringed the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Cisco.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

8B. Has Network-1 proved, by a preponderance of the evidence, that Cisco has actively induced others to infringe the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Cisco.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

8C. Has Network-1 proved, by a preponderance of the evidence, that Cisco has contributed to the infringement of the '930 patent by others? (“Yes” is a finding for Network-1. “No” is a finding for Cisco.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

***If you answered “Yes” to Question 8A, 8B, or 8C, answer Question 8D. Otherwise, skip to Question 11A.***

8D. Has Network-1 proved, by clear and convincing evidence, that Cisco's infringement of the '930 patent was willful? ("Yes" is a finding for Network-1. "No" is a finding for Cisco.)

\_\_\_\_\_ Yes      \_\_\_\_\_ No

*If you found that any claim of the '930 patent is both infringed ("Yes" to Question 8A, 8B, or 8C) and not invalid ("No" to Questions 1, 2, 3, 4, 5, and 6), answer Questions 9-10.*

*Otherwise, skip to Question 11A.*

**DAMAGES**

9. To determine when the damages period begins, on which date did Cisco both infringe the '930 patent and receive actual notice of its alleged infringement of the '930 patent? Write in the date here: \_\_\_\_\_

10. What total amount of damages, if any, has Network-1 proved it is entitled to from Cisco? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

**CISCO-LINKSYS, L.L.C. (“Linksys”)**

*If you answered “Yes” to Question 7, skip to Question 14A. Otherwise, continue to Question 11A.*

**INFRINGEMENT**

11A. Has Network-1 proved, by a preponderance of the evidence, that Linksys has directly infringed the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Linksys.)

Claim 6:      ☐ Yes      ☐ No

Claim 9:      ☐ Yes      ☐ No

11B. Has Network-1 proved, by a preponderance of the evidence, that Linksys has actively induced others to infringe the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Linksys.)

Claim 6:      ☐ Yes      ☐ No

Claim 9:      ☐ Yes      ☐ No

11C. Has Network-1 proved, by a preponderance of the evidence, that Linksys has contributed to the infringement of the '930 patent by others? (“Yes” is a finding for Network-1. “No” is a finding for Linksys.)

Claim 6:      ☐ Yes      ☐ No

Claim 9:      ☐ Yes      ☐ No

*If you answered “Yes” to Question 11A, 11B, or 11C, answer Question 11D. Otherwise, skip to Question 14A.*

11D. Has Network-1 proved, by clear and convincing evidence, that Linksys’s infringement of the ’930 patent was willful? (“Yes” is a finding for Network-1. “No” is a finding for Linksys.)

\_\_\_\_\_ Yes      \_\_\_\_\_ No

*If you found that any claim of the ’930 patent is both infringed (“Yes” to Question 11A, 11B, or 11C) and not invalid (“No” to Questions 1, 2, 3, 4, 5, and 6), answer Questions 12-13. Otherwise, skip to Question 14A.*

**DAMAGES**

12. To determine when the damages period begins, on which date did Linksys both infringe the ’930 patent and receive actual notice of its alleged infringement of the ’930 patent? Write in the date here: \_\_\_\_\_

13. What total amount of damages, if any, has Network-1 proved it is entitled to from Linksys? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

**ADTRAN, INC. (“Adtran”)**

**INFRINGEMENT**

14A. Has Network-1 proved, by a preponderance of the evidence, that Adtran has directly infringed the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Adtran.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

14B. Has Network-1 proved, by a preponderance of the evidence, that Adtran has actively induced others to infringe the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Adtran.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

14C. Has Network-1 proved, by a preponderance of the evidence, that Adtran has contributed to the infringement of the '930 patent by others? (“Yes” is a finding for Network-1. “No” is a finding for Adtran.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

***If you answered “Yes” to Question 14A, 14B, or 14C, answer Question 14D. Otherwise, skip to Question 17A.***

14D. Has Network-1 proved, by clear and convincing evidence, that Adtran's infringement of the '930 patent was willful? ("Yes" is a finding for Network-1. "No" is a finding for Adtran.)

\_\_\_\_\_ Yes      \_\_\_\_\_ No

***If you found that any claim of the '930 patent is both infringed ("Yes" to Question 14A, 14B, or 14C) and not invalid ("No" to Questions 1, 2, 3, 4, 5, and 6), answer Questions 15-16.***

***Otherwise, skip to Question 17A.***

**DAMAGES**

15. To determine when the damages period begins, on which date did Adtran both infringe the '930 patent and receive actual notice of its alleged infringement of the '930 patent? Write in the date here: \_\_\_\_\_

16. What total amount of damages, if any, has Network-1 proved it is entitled to from Adtran? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

**ENTERASYS NETWORKS, INC. (“Enterasys”)**

**INFRINGEMENT**

17A. Has Network-1 proved, by a preponderance of the evidence, that Enterasys has directly infringed the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Enterasys.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

17B. Has Network-1 proved, by a preponderance of the evidence, that Enterasys has induced others to infringe the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Enterasys.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

17C. Has Network-1 proved, by a preponderance of the evidence, that Enterasys has contributed to the infringement of the '930 patent by others? (“Yes” is a finding for Network-1. “No” is a finding for Enterasys.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

***If you answered “Yes” to Question 17A, 17B, or 17C, answer Question 17D. Otherwise, skip to Question 20A.***

17D. Has Network-1 proved, by clear and convincing evidence, that Enterasys's infringement of the '930 patent was willful? ("Yes" is a finding for Network-1. "No" is a finding for Enterasys.)

\_\_\_\_\_ Yes      \_\_\_\_\_ No

***If you found that any claim of the '930 patent is both infringed ("Yes" to Question 17A, 17B, or 17C) and not invalid ("No" to Questions 1, 2, 3, 4, 5, and 6), answer Questions 18-19. Otherwise, skip to Question 20A.***

**DAMAGES**

18. To determine when the damages period begins, on which date did Enterasys both infringe the '930 patent and receive actual notice of its alleged infringement of the '930 patent? Write in the date here: \_\_\_\_\_

***If you answered "Yes" to Question 7, answer Question 19A. Otherwise, skip to Question 19B.***

19A. Excluding any Enterasys products that incorporate a Microsemi/PowerDsine PoE chip, what total amount of damages, if any, has Network-1 proved it is entitled to from Enterasys? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

***If you answered Question 19A, skip to Question 20.***

19B. What total amount of damages, if any, has Network-1 proved it is entitled to from Enterasys? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

**EXTREME NETWORKS, INC. (“Extreme”)**

*If you answered “Yes” to Question 7, skip to Question 23A. Otherwise, continue to Question 20A.*

**INFRINGEMENT**

20A. Has Network-1 proved, by a preponderance of the evidence, that Extreme has directly infringed the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Extreme.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

20B. Has Network-1 proved, by a preponderance of the evidence, that Extreme has actively induced others to infringe the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Extreme.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

20C. Has Network-1 proved, by a preponderance of the evidence, that Extreme has contributed to the infringement of the '930 patent by others? (“Yes” is a finding for Network-1. “No” is a finding for Extreme.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

*If you answered “Yes” to Question 20A, 20B, or 20C, answer Question 20D. Otherwise, skip to Question 23A.*

20D. Has Network-1 proved, by clear and convincing evidence, that Extreme’s infringement of the ’930 patent was willful? (“Yes” is a finding for Network-1. “No” is a finding for Extreme.)

\_\_\_\_\_ Yes      \_\_\_\_\_ No

*If you found that any claim of the ’930 patent is both infringed (“Yes” to Question 20A, 20B, or 20C) and not invalid (“No” to Questions 1, 2, 3, 4, 5, and 6), answer Questions 21-22. Otherwise, skip to Question 23A.*

**DAMAGES**

21. To determine when the damages period begins, on which date did Extreme both infringe the ’930 patent and receive actual notice of its alleged infringement of the ’930 patent? Write in the date here: \_\_\_\_\_

22. What total amount of damages, if any, has Network-1 proved it is entitled to from Extreme? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

**FOUNDRY NETWORKS, INC. (“Foundry”)**

**INFRINGEMENT**

23A. Has Network-1 proved, by a preponderance of the evidence, that Foundry has directly infringed the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Foundry.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

23B. Has Network-1 proved, by a preponderance of the evidence, that Foundry has actively induced others to infringe the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for Foundry.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

23C. Has Network-1 proved, by a preponderance of the evidence, that Foundry has contributed to the infringement of the '930 patent by others? (“Yes” is a finding for Network-1. “No” is a finding for Foundry.)

Claim 6:      \_\_\_\_ Yes      \_\_\_\_ No

Claim 9:      \_\_\_\_ Yes      \_\_\_\_ No

***If you answered “Yes” to Question 23A, 23B, or 23C, answer Question 23D. Otherwise, skip to Question 26A.***

23D. Has Network-1 proved, by clear and convincing evidence, that Foundry's infringement of the '930 patent was willful? ("Yes" is a finding for Network-1. "No" is a finding for Foundry.)

\_\_\_\_\_ Yes      \_\_\_\_\_ No

***If you found that any claim of the '930 patent is both infringed ("Yes" to Question 23A, 23B, or 23C) and not invalid ("No" to Questions 1, 2, 3, 4, 5, and 6), answer Questions 24-25.***

***Otherwise, skip to Question 26A.***

**DAMAGES**

24. To determine when the damages period begins, on which date did Foundry both infringe the '930 patent and receive actual notice of its alleged infringement of the '930 patent? Write in the date here: \_\_\_\_\_

***If you answered "Yes" to Question 7, answer Question 25A. Otherwise, skip to Question 25B.***

25A. Excluding any Foundry products that incorporate a Microsemi/PowerDsine PoE chip, what total amount of damages, if any, has Network-1 proved it is entitled to from Foundry?

Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

***If you answered Question 25A, skip to Question 26.***

25B. What total amount of damages, if any, has Network-1 proved it is entitled to from

Foundry? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

**3COM CORPORATION (“3COM”)**

**INFRINGEMENT**

26A. Has Network-1 proved, by a preponderance of the evidence, that 3COM has directly infringed the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for 3COM.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

26B. Has Network-1 proved, by a preponderance of the evidence, that 3COM has actively induced others to infringe the '930 patent? (“Yes” is a finding for Network-1. “No” is a finding for 3COM.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

26C. Has Network-1 proved, by a preponderance of the evidence, that 3COM has contributed to the infringement of the '930 patent by others? (“Yes” is a finding for Network-1. “No” is a finding for 3COM.)

Claim 6:        ☐ Yes        ☐ No

Claim 9:        ☐ Yes        ☐ No

***If you answered “Yes” to Question 26A, 26B, or 26C, answer Question 26D. Otherwise, stop here and sign the last page of the verdict form.***

26D. Has Network-1 proved, by clear and convincing evidence, that 3COM's infringement of the '930 patent was willful? ("Yes" is a finding for Network-1. "No" is a finding for 3COM.)

\_\_\_\_\_ Yes      \_\_\_\_\_ No

***If you found that any claim of the '930 patent is both infringed ("Yes" to Question 26A, 26B, or 26C) and not invalid ("No" to Questions 1, 2, 3, 4, 5, and 6), answer Questions 27-28.***

***Otherwise, stop here and sign the last page of the verdict form.***

**DAMAGES**

27. To determine when the damages period begins, on which date did 3COM both infringe the '930 patent and receive actual notice of its alleged infringement of the '930 patent? Write in the date here: \_\_\_\_\_

***If you answered "Yes" to Question 7, answer Question 28A. Otherwise, skip to Question 28B.***

28A. Excluding any 3COM products that incorporate a Microsemi/PowerDsine PoE chip, what total amount of damages, if any, has Network-1 proved it is entitled to from 3COM? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

***If you answered Question 28A, stop here and sign the last page of the verdict form.***

28B. What total amount of damages, if any, has Network-1 proved it is entitled to from 3COM? Write in your answer, which should be a dollar amount, here: \_\_\_\_\_

**SIGNATURE**

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DATE

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FOREPERSON